

RECORDATION NO. 16917-P FILED

JAN 04 '10 -12 25 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

January 4, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Amtrak Acknowledgement, dated as of January 4, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the FRA Subordinated Security Agreement previously filed with the Commission under Recordation Number 16917-D.

The name and address of the party to the enclosed document are:

Grantor: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

[Secured Party. Federal Railroad Administration
400 Seventh Street SW
Washington, DC 20590]

Chief, Section of Administration
January 4, 2010
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A description of the railroad equipment covered by the enclosed document is:

66 Material Handling Cars: AMTK 1500, AMTK 1502 - AMTK 1511, AMTK 1513 - AMTK 1550, AMTK 1552 - AMTK 1564, and AMTK 1566 - AMTK 1569.

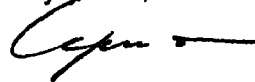
A short summary of the document to appear in the index is:

Memorandum of Amtrak Acknowledgement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,



Robert W Alvord

RWA/bhs
Enclosures

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Memorandum of Amtrak Acknowledgement, dated as of January 2, 2010 (this "Memorandum"), by NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak") Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the FRA Release and Consent (defined below)

SURFACE TRANSPORTATION BOARD

WHEREAS, the Federal Railroad Administrator for himself and on behalf of the Secretary of the Department of Transportation (the "FRA"), pursuant to authority granted under Section 602 of the Rail Passenger Service Act (45 U.S.C. § 602) and in accordance with a delegation of authority from the Secretary of Transportation, guaranteed the payment of principal and interest on certain financial obligations of Amtrak held by the Federal Financing Bank, a government corporation, created by Congress in 1973 under the general supervision of the Secretary of the Treasury (the "Federal Financing Bank");

WHEREAS, on October 5, 1983, the Administrator was required to honor its guarantees and to pay to the Federal Financing Bank on Amtrak's behalf the sum of \$1,119,635,428.43,

WHEREAS, in order to recognize Amtrak's resulting debt to the FRA, Amtrak issued a promissory note, dated October 5, 1983 to the FRA (as amended, the "FRA Note") establishing Amtrak's obligation to repay the sums paid by the FRA on behalf of Amtrak under the guarantee agreements;

WHEREAS, the Security Agreement of August 7, 1972, as adopted by the Security Agreement of December 27, 1973, as further adopted by the Security Agreement of January 29, 1975 as amended and restated by the Security Agreement of October 5, 1983, between Amtrak and the FRA (the "FRA Master Security Agreement") secured Amtrak's obligations under the FRA Note with all of Amtrak's right, title and interest in and to all the rolling stock then owned or thereafter acquired by Amtrak;

WHEREAS, pursuant to (i) a Lease of Railroad Equipment, dated as of May 30, 1990 (the "Lease"), between Amtrak, as lessor and State Street Bank and Trust Company, a Massachusetts banking corporation, as successor-in-interest to The Connecticut Bank and Trust Company, National Association, as lessee ("Owner Trustee"), and (ii) a Sublease of Railroad Equipment, dated as of May 30, 1990 (the "Sublease"), between Amtrak, as sublessee and Owner Trustee, as sublessor, Amtrak leased seventy (70) High-Speed Material Handling Railcars, as further described on Schedule I hereto (as such equipment may have been since remarked, collectively, the "Equipment", individually, a "Unit") to Owner Trustee and Owner Trustee simultaneously subleased such equipment back to Amtrak and to secure Amtrak's obligations under the Lease, Sublease and the related documents, Amtrak granted to certain parties a lien on such equipment and its interests under the Sublease (such actions, the "Transaction");

WHEREAS, to facilitate the Transaction, the FRA entered into (i) a Release of Mortgage and Consent, dated as of May 30, 1990 ("Release and Consent"), in favor of Amtrak, which

Release and Consent was recorded with the Interstate Commerce Commission (the "ICC"), as predecessor in interest to the Surface Transportation Board (the "STB") on June 29, 1990 at 12:50 p.m. under Recordation No 6690-PPPP and (ii) an FRA Subordinated Security Agreement, dated as of May 30, 1990 ("FRA Subordinated Security Agreement"), between Amtrak and the FRA, which was recorded with the ICC on June 29, 1990 at 12:50 p.m. under Recordation No 16917-D, whereby the FRA expressly and unconditionally released its right, title and interest, in and to the Equipment, initially granted by the FRA Master Security Agreement and simultaneously, Amtrak granted the FRA a subordinated security interest in all of Amtrak's right, title and interest in and to the Sublease and any Sublease Supplement (excluding Excepted Payments);

WHEREAS, pursuant to a Termination and Railcar Purchase Agreement, dated as of January 2, 2010, Amtrak shall acquire the Leasehold Interest and the related rights in the Equipment and as a result, (i) the FRA Subordinated Security Agreement shall terminate and (ii) pursuant to Section 3 of the FRA Release and Consent, the FRA Release and Consent shall not be deemed to have released any lien or any right, title, interest, claim or demand whatsoever of the FRA and such lien, right, title, interest, claim or demand shall be reinstated as a first priority security interest of the FRA in the Equipment;

WHEREAS, Amtrak wishes to show for the public record that the FRA has a first priority security interest in and to the Equipment;

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum with the STB pursuant to 49 USC section 11301(a)

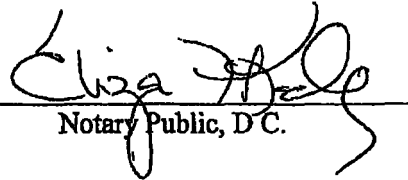
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein
Name: Dale M. Stein (R)
Title: Treasurer

DISTRICT OF COLUMBIA: SS

On this 23rd day of December 2009, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public, D.C.

My Commission Expires: 31 July 2014

SEAL--

SCHEDULE II**EQUIPMENT**

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
Material Handling Car	1500
Material Handling Car	1502
Material Handling Car	1503
Material Handling Car	1504
Material Handling Car	1505
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Material Handling Car	1569

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated.

1/4/2010



Robert W. Alvord